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BEFORE THE ARIZONA CORPORATION COMMISSION

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Arizona Corporation Commission

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IN THE MATTER OF THE APPLICATION OF  
ARIZONA PUBLIC SERVICE COMPANY  
FOR A HEARING TO DETERMINE THE  
FAIR VALUE OF THE UTILITY PROPERTY  
OF THE COMPANY FOR RATEMAKING  
PURPOSES, TO FIX A JUST AND  
REASONABLE RATE OF RETURN  
THEREON, TO APPROVE RATE  
SCHEDULES DESIGNED TO DEVELOP  
SUCH RETURN.

Docket No. E-01345A-16-0036

IN THE MATTER OF FUEL AND  
PURCHASED POWER PROCUREMENT  
AUDITS FOR ARIZONA PUBLIC SERVICE  
COMPANY.

Docket No. E-01345A-16-0123

CLOSING BRIEF

The Residential Utility Consumer Office ("RUCO") hereby submits its Closing Brief in support to the Settlement Agreement ("Settlement") in the above matter. The achievement of a consensus by a substantial majority of the stakeholders in this matter is by itself an extraordinary achievement given the diverse interests and the nature of the issues involved. The Settlement is a comprehensive solution to a litany of issues which is fair to all involved, results in fair and reasonable rates and is in the public interest.

1           **1. THE SETTLEMENT IS IN THE PUBLIC INTEREST**

2           The Settlement is the result of a long collaborative settlement process that involved over  
3 twenty parties. Of those parties, only one, the ED8/McMullen Districts opposes all aspects of  
4 the Settlement outright. ED8/McMullen – 1 at 1<sup>1</sup>. ED8/McMullen District's objection, however,  
5 concerns the way the Settlement was reached. Id. at 1. The ED8/McMullen Districts' objection  
6 appears to be more with the settlement process and less with the substance of the Settlement.

7           While others parties oppose the Settlement, their opposition seems to be focused on  
8 their specific issues. For example, AARP opposes the Settlement because of specific rate  
9 design provisions – the increase in fixed charges for R-Basic customers and limitations it  
10 believes would be placed on the availability of the residential rate design for new customers.  
11 AARP-1 (Settlement) at 3.

12           In short, at least regarding the substantive provisions of the Settlement, there appears to  
13 be very little if any opposition to most of the substantive provisions. This should come as no  
14 surprise, as the Settlement is very balanced and fair to everyone's interests overall. Seldom,  
15 for example, are their provisions in an Agreement where parties agree to give up something  
16 that the Commission could not otherwise Order the party to give up. Paragraph 35.1 provides  
17 that all signing parties will withdraw any challenge to Decision Nos. 75859 and 75932. These  
18 Decisions involve the Commission's value of solar docket, a hotly contested issue that has  
19 reverberations around the state that go far outside the present rate case. That matter is settled  
20 for all intents and purposes in this Settlement which will allow not only the parties but the state  
21 for that matter to move forward with the evolution of distributed generation in Arizona. Other

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22  
23 <sup>1</sup> For ease of reference, all exhibits will be identified by exhibit number and all transcript references will be  
24 identified by page number in the transcript.

1 provisions which will provide benefits to ratepayers beyond the immediate case include, but not  
2 limited to, Section 28.1 which provides for AZ Sun II a new program for utility-owned solar  
3 distributed generation which will be available to low and moderate income Arizonans – a  
4 segment of society who typically and traditionally have been prohibited from participating in  
5 solar distributed generation for financial reasons.

6 The list of the Settlement's benefits is lengthy, but most noteworthy to RUCO are the  
7 following:

- 8 • The Company agreed to a non-fuel, non-depreciation revenue requirement increase  
9 of \$87.25 million which is greater than a 40% reduction from the Company's original  
10 ask.
- 11 • A Return on Equity of 10 percent was agreed upon when APS had requested 10.5  
12 percent in its original application filing.
- 13 • The residential customer's average monthly bill will increase 4.54 percent as  
14 compared to the Company's initial request of 7.96 percent.
- 15 • The Company's agreed to make accounting modifications to accelerate depreciation  
16 expense on Palo Verde and to more rapidly amortize Cholla 2 as a regulatory asset.  
17 Thus, creating a benefit for ratepayers that will be realized in future rate cases.
- 18 • APS agreed to use \$5 million of over-collected DSM funds to provide programs and  
19 education for customers to better control their bills.
- 20 • Increase the crisis bill assistance program for low income ratepayers by \$1.25 million  
21 per year.
- 22 • An experimental rate for up to 10,000 customers was developed to incentivize  
23 technology adoption which should lower costs in the future for ratepayers.

- 1 • Significant progress was made on modernizing rates and minimizing the cost shift  
2 from DG to non-DG customers, while still allowing the roof-top solar industry to  
3 transact.
- 4 • The Basic Service Charges ("BSC") on Time of Use ("TOU") rates and demand  
5 based rates are being lowered from the current \$17 to \$13 and \$10 for the Extra  
6 Small rate, rather than the requested \$18.
- 7 • Agreement by the solar parties to withdraw any appeals of the Commission's Value  
8 of Solar Decisions.
- 9 • Of significant importance is a separate agreement which APS, industry  
10 representatives, and solar advocates commit to stand by the settlement agreement  
11 and refrain from seeking to undermine it through ballot initiatives, legislation or  
12 advocacy at the Commission.

13 RUCO-6 at 4-5.

14 There have been some questions raised regarding RUCO's Settlement position verses  
15 RUCO's position in its Direct case. RUCO's Settlement position differs from its Direct case  
16 which is the result of negotiation and compromise. Each party that settled in this case, like  
17 Settlements in every case, walks away with something less and perhaps something more than  
18 they originally requested. By its nature, a Settlement is a compromise where party's "give  
19 some" and "get some". In the end, each party must ask itself whether the result is in its best  
20 interests and in the public interest. RUCO does not support every single provision of the  
21 Settlement. RUCO-6 at 5. However, when viewed in its entirety, this Settlement is a fair and  
22 reasonable resolution of a very complicated and contentious case for ratepayers and for the  
23 state of Arizona. RUCO is completely satisfied that this Settlement is in the best interests of  
24

1 the ratepayers under the circumstances of this case. RUCO recommends that the  
2 Commission approve the Settlement.

## 3 4 **2. THE SETTLEMENT'S BENEFITS OUTWEIGH ANY OBJECTIONS**

5 To the extent there are any valid objections to the approval of the Settlement, the  
6 benefits outweigh the objections. The main substantive objection appears to be the proposed  
7 increase in the Basic Service Charge associated with the two-part (R-Basic) rate. Sweep-3 at  
8 3-10. AARP-1 at 3-6. The affected rate, R-Basic would increase from \$8 to \$15 an 87.5%  
9 increase according to AARP (73% according to SWEEP who sees the increase from \$8.67 to  
10 \$15). AARP-1 at 3, SWEEP at 3. RUCO acknowledges the increase associated with the R-  
11 Basic rate but has a different perspective than AARP and SWEEP. RUCO's perspective is not  
12 meant to dismiss the objection and/or concern raised by AARP and SWEEP. Rather, RUCO's  
13 perspective is only meant to explain why RUCO believes the increase to the two-part rate is  
14 outweighed by the other benefits of the Settlement.

15 First, as Staff's witness, Ralph Smith points out, the focus on the large percentage  
16 increases ignores the other components of the customer bill, which are necessary to consider  
17 in evaluating the bill impacts resulting from the rates recommended in the settlement. S-12 at  
18 3. The actual impacts when the other components are considered on the two-part R-Basic rate  
19 is an increase of 3.87 percent on the typical residential customer according to APS witness  
20 Meissner or 4.54% impact for the average residential customer as set forth in paragraph  
21 1.59(b) of the Settlement Agreement. S-12 at 4.

22 Second, by comparison to APS' current residential customers, the R-Basic customers  
23 are a small percentage of the Companies overall residential customers. Currently there are  
24 approximately 1 million residential customers. Transcript at 299. Of those, approximately

1 450,000 residential customers are on time of use ("TOU"). Id. These customers will see their  
2 Basic Service Charge decrease \$4 from \$17 to \$13 under the Settlement. Id. at 300. There are  
3 approximately 120,000 residential customers on a demand rate who will also see their Basic  
4 Service Charge decrease \$4 from \$17 to \$13 under the Settlement. Id. Approximately,  
5 250,000 current residential customers qualify for the extra-small rate who will see their Basic  
6 Service Charge increase by \$2 from \$8 to \$10 under the terms of the Settlement. Id. at 300-  
7 301. The remaining residential customers, approximately 18% or 180,000 of the approximate 1  
8 million are the R-Basic and R-Basic Large customers who will see a jump in their Basic Service  
9 Charge to \$15 or more. Id.

10 The objection here needs to be placed in perspective – it will only affect a small  
11 percentage of the overall number of residential customers – approximately 18%. The clear  
12 majority – approximately 82% will see a decrease or a very small increase in their Basic  
13 Service Charge. RUCO, who represents the interests of all the Company's ratepayers  
14 recommends that the Commission approve the Settlement.

15 Third, the proposed Basic Service Charge is consistent with Commission precedent in  
16 both the recent UNS Electric and TEP cases, where the commission approved a higher fixed  
17 charge for customers on traditional two part rates. Decision Nos. 75697 at 65-66 and Decision  
18 75975 at 64 The Commission did this to incentivize these customers to move to a TOU rate. Id.  
19 Additionally, the \$15 Basic Service Charge approved in the UNS Electric case for these same  
20 types of customers is exactly the same charge being proposed here, so the rate is not extreme  
21 or punitive.

22 Finally, as Mr. Smith further points out, residential customers are presented with a range  
23 of rate plans, including a flat rate, a TOU rate and two TOU demand rates. S-12 at 6.  
24 Customers who prefer a lower Basic Service Charge have a variety of options.



1 Another complaint with the Settlement concerns the provisions that require new  
2 residential customers to choose among rate designs other than the R-Basic rate design for a  
3 90-day period after which they may be able to opt-out of their current rate and select R-Basic if  
4 they qualify. APS-29 Section 19.1. RUCO believes that customer choice of rate design plans  
5 is a benefit to the residential ratepayer. No party has advocated that rate design options are  
6 contrary to the ratepayers' best interests. The different residential rate design options available  
7 to APS' new residential customers are one reason why RUCO is persuaded that new  
8 customers would not be disadvantaged by not being able to choose the R-basic rate plan for  
9 90 days after signing up. APS – 29 Section 19.1. Another reason is new customers would be  
10 able to choose a rate design whose Basic Service Charge will either be going down or  
11 increasing very slightly (if eligible) under the Settlement. Perhaps most importantly, the new  
12 TOU options, with the lower Basic Service Charge will provide the new customer with more  
13 control over the variable portion of his/her bill than the R-Basic rate design. Under the TOU  
14 rates, the customer will be able to control his/her costs by determining his/her on and off peak  
15 usage. Overall, this should result in energy efficiency, more customer control and the  
16 implementation of a modern utility rate design that is a better reflection of cost causation. S-12  
17 at 8. And worst case scenario, the disgruntled new residential customer can opt-out after 90  
18 days.

19 The process objections raised by the ED8/McMullen Districts are less valid. RUCO is at  
20 a complete loss to understand why it should forego the opportunity to settle a case with terms  
21 most agree are fair and reasonable and in the public interest for what amounts to a belief that a  
22 litigated process is long overdue to vet all the aspects of APS' request. RUCO, unlike the  
23 ED8/McMullen Districts, has done a forensic analysis of APS' request as far as residential  
24 interests are concerned. RUCO is very aware of what it is giving up and what it is getting in the


1 Settlement. Why should RUCO or any party for that matter be told by the Commission that it is  
2 not entitled to do what it believes is in the best interests of its constituents because an  
3 expensive, contentious and very time consuming litigation process is necessary so that the  
4 Commission can re-examine RUCO and Staff's analysis? ED8/McMullen Districts -1 at 6.  
5 Moreover, the result would not nor could result in any requirement where the Company or a  
6 party is required to do something it legally is not required to do – like agree to withdraw  
7 challenges to previous Commission decisions. APS-29 at 28, pp 35.1. The result would  
8 undoubtedly be higher rate case expense, greater costs associated with the use of state  
9 resources, possible adverse Commission decisions, etc. RUCO sincerely believes it is unlikely  
10 that ratepayers will be better off if the matter is fully litigated under the circumstances of this  
11 case.

## 12 CONCLUSION

13 For all the above reasons, RUCO recommends the Commission approve the Settlement  
14 Agreement as is.

15  
16 RESPECTFULLY SUBMITTED this 17th day of May, 2017.

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